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	G	CONTRACT						L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
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STANDARD FORM 33 (REV. 4-85) Prescribed by GSA FAR (48 CFR) 53.214(c)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION

- (a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 4,610 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.
- (b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.
- (c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."
- (d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.
- (e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (MAY 1994) DEVIATION

- (a) The contractor shall perform work under this contract only as specified in written work assignments authorized/issued by the Contracting Officer.
- (b) Each work assignment will include (1) a numerical designation, (2) the authorized level of effort/labor hours, (3) the authorized period of performance, and (4) the description of work and schedule of deliverables.
- (c) The contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The

contractor shall begin work immediately upon receipt of a work assignment. Within 15 calendar days after the effective date of the work assignment, the contractor shall submit one copy of a work plan to the Project Officer, the Work Assignment Manager, and the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate, as well as the Conflict of Interest certification required elsewhere in this contract. Within 45 days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the contractor. If the Contractor has not received approval on a work plan within 65 days after the effective date of the work assignment, the contractor shall immediately stop work on the work assignment. If the Contracting Officer disapproves the work plan, the contractor shall immediately stop work until the problem causing disapproval is resolved. In either case, the contractor shall resume work only when the Contracting Officer finally approves the work plan or provides alternate direction.

- (d) The contractor shall perform within the level of effort/labor hours authorized in the work assignment by the Contracting Officer and shall not perform additional level of effort/labor hours without the advance written authorization of the Contracting Officer. The Government is not obliged to reimburse the Contractor for unauthorized level of effort/labor hours.
- (e) The contractor shall perform work within the period of performance authorized in the work assignment and shall not continue performance beyond the specified period without the advance written approval of the Contracting Officer. The Government is not obligated to reimburse the contractor for level of effort/hours performed beyond the authorized period of performance.
- (f) The contractor shall notify the Contracting Officer, Project Officer and Work Assignment Manager in writing when 75% of the authorized work assignment level of effort/hours have been expended. Fifteen days prior to the expiration of the authorized work assignment period of performance, the contractor shall notify the Contracting Officer, Project Officer, and Work Assignment Manager whether the contractor will fully expend the authorized level of effort/labor hours within the authorized period of performance. The contractor shall not perform additional level of effort/labor hours or continue performance beyond the specified period without the advance written approval of the Contracting Officer.
- (g) The contractor shall acknowledge receipt of each work assignment amendment in which the Contracting Officer requires a revised work plan by returning to the Contracting Officer a signed copy of the work assignment amendment within 5 calendar days after its receipt. The contractor shall begin/continue work immediately upon receipt of a work assignment amendment. Within 20 calendar days after the effective date of the work assignment amendment in which the Contracting Officer requires a revised work plan, the Contractor shall submit one copy of a revised work plan to the Project Officer, the Work Assignment Manager, and the Contracting Officer. The revised work plan shall include the same information as required for the original work plan. Within 45 calendar days after receipt of

the revised work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor. If the contractor has not received approval on the revised work plan within 65 calendar days after the effective date of the work assignment amendment, the contractor shall stop work on the revised portion of that work assignment. Also, if the Contracting Officer disapproves a revised work plan, the contractor shall immediately stop work until the problem causing the disapproval is resolved. In either case, the contractor shall resume work only when the Contracting Officer finally approves the revised work plan or provides alternate direction.

- (h) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "limitation of Cost" or "Limitation of Funds" clause.
- (i) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the contract terms or conditions, the contractor shall immediately notify the Contracting Officer.
- (j) Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contracting's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment.

B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)

(a)	The	estima	ated	cost	of	this	CC	ntract	is		 	_ •	
(b)	The	fixed	fee	is				_•					
(c)	The	total	est	imated	CO	st a	nd	fixed	fee	is	 		

B.4 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

(a)	Pursuant	to t	he Lim	itation	of Fu	nds	clause	, inc	rementa	al fui	nding	in	the
amount	of		is all	otted t	cove	r es	timated	d cost	. Funds	in t	he am	ount	of
	are p	provi	ded to	cover t	the cor	resp	onding	incr	ement o	f fix	ed fe	e.	The
amount	allotted	for	costs	is est	imated	to	cover	the d	contract	tor's	perf	orma	nce
throug	h												

⁽b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP52.216-190), the Limitation of Cost clause shall become applicable.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

- 1. The actual preparation of Congressional testimony.
- 2. The interviewing or hiring of individuals for employment at EPA.
- 3. Developing and/or writing of Position Descriptions and Performance Standards.
- 4. The actual determination of Agency policy.
- 5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
- 6. Preparing Award Fee Letters, even under typing services contracts.
- 7. The actual preparation of Award Fee Plans.
- 8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
- 9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
- 10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
- 11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
- 12. Preparing responses to Congressional correspondence.
- 13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
- 14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
- 15. Conducting administrative hearings.
- 16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
- 17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1.

The Contractor shall perform work under this contract only as directed in work assignments issued by the Contracting Officer.

C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)

The Contractor's technical proposal entitled, "_______" dated ______, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (JUN 1996)

- (a) <u>Definition</u>. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:
- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.
- (5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).
- (b) <u>General</u>. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

- (1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.
- (2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with $\underline{\text{EPA Order 7500.1A Minimum}}$ Set of Data Elements for Groundwater.
- (3) EPA Computing and Telecommunications Services. <u>The Enterprise</u> Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)
- (c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency Office of Administration Facilities Management and Services Division Distribution Section Mail Code: 3204 401 M Street, S.W. Washington, D.C. 20460 Phone: (202) 260-5797

(d) Electronic Access.

- (1) <u>Internet</u>. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. **Gopher Access:** <u>gopher.epa.gov</u> is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for *IRM Policy, Standards and Guidance*. **World Wide Web Access:** http://www.epa.gov is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for *IRM Policy, Standards and Guidance*.
- (2) $\underline{\text{Dial-Up Modem}}$. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (APR 1997)

(a) Executive Order 12873 of October 20, 1993, entitled "Federal Acquisition, Recycling, and Waste Prevention" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L.

94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

- (b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:
- (1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory notices (RMANs). THE CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)
- (2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.
- (c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER DATE TITLE

52.246-5 APR 1984 INSPECTION OF SERVICES--COST-REIMBURSEMENT

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

- (a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- (b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.
 - (c) Inspection and acceptance will be performed at:

US Environmental Protection Agency Research Triangle Park, NC 27711

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER DATE TITLE

52.242-15 AUG 1989 STOP WORK ORDER ALTERNATE I (APR 1984)

F.2 REPORTS OF WORK (EPAAR 1552.211-70) (APR 1984) DEVIATION

The Contractor shall prepare and deliver reports and a technical report abstract for each draft final and final technical report in accordance with Attachment 2 and 3.

F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984) DEVIATION

The Contractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.4 ADVISORY AND ASSISTANCE SERVICES (EPAAR 1552.211-78) (APR 1985)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

F.5 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from the effective date of the contract through September 30, 1998 inclusive of all required reports.

F.6 PLACE OF CONTRACT PERFORMANCE (RTP-F-1)

Performance in or use of government facilities by the contractor is not authorized under this contract without the approval of the Contracting Officer. This approval will be in the form of a modification to the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)

- (a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.
- (b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.212-70, "Level of Effort--Cost-Reimbursement Term Contract."

G.2 FAR CONTRACT RESERVES (EP 52.232-130) (AUG 1991)

The Contracting Officer has determined that a reserve is necessary for this contract to protect the Government's interest. The amount of the reserve shall not exceed 15% of the negotiated fee or \$100,000 whichever is less. After payment of 85% of the fixed fee on a cost-plus-fixed-fee contract or 85% of the base fee on a cost-plus-award-fee contract, further payment of such fee shall be withheld until this reserve is established.

G.3 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

- (a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.
- (b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.
- (1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.
- (2) The following bank account information required to accomplish wire transfers:
- $\mbox{(i)}\mbox{\sc Name, address, and telegraphic abbreviation of the receiving financial institution.}$
- (ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)
- (iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.
- (iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent

financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

- $\mbox{(A)}$ Address and telegraphic abbreviation of the correspondent financial institution.
- (B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.
- (c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.
- (d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.
- (e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

- (a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.
- (b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.
- (c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

- (2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.
- (3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).
- (4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.
- (d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.
- (e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.
- (2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.
- (3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.5 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency Chief, Cost Policy and Rate Negotiation Section Procurement and Contracts Management Division (3804F) 401 M St., S.W. Washington, D. C. 20460 The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center Period Rate Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

- (1) For any retroactive indirect cost rate adjustments (i.e.,indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.
- (2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.
- (3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.
- (c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center Period Rate Base The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.6 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract: TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Administrative Contracting Officer:
TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.7 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

Subcontractor Name	Value	Subcontract Type
		
		

G.8 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

- (a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:
- (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
 - (b) Title to Government-furnished data shall remain in the Government.
- (c) The Contractor shall use the Government-furnished data only in connection with this contract.
- (d) The data will be furnished to the Contractor as specified in the work assignment.

G.9 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)

Defense	Contract	Management	Command	(DCMC)

The contract property administrator

3	•

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

G.10 CONTRACT PROPERTY ADMINISTRATION REQUIREMENT

PURPOSE. The purpose of this document is to provide the Environmental Protection Agency's (EPA) requirements for the control of Government property in the hands of its contractors. These requirements are in addition to the minimum requirements contained in the Government property clause referenced in Section I of the contract and the applicable provisions of the Federal Acquisition Regulation (FAR) Subpart 45.5. These EPA specific requirements were previously detailed in the EPA Contractor's Guide for the Control of Government Property which is no longer effective.

PROPERTY COORDINATOR. EPA has established Contract Property Coordinating Offices at each of the three major procurement activities within the Agency: Headquarters; Research Triangle Park, N.C.; and Cincinnati, Ohio. These offices contain Contract Property Coordinators (CPCs) who will function primarily at coordinators between EPA and the Defense Contract Management Command (DCMC), who serves as the Property Administrator (PA) under Agency contracts, on the resolution of general policy issues regarding the administration of Government property. Additionally, CPCs serve as the point of contact on two matters described later in this document: (1) authorizing submission of the detailed inventory report in an electronic format, and (2) the screening of items reported as excess. Except as specified under FAR Subpart 45.5, the PA will serve as the point of contact on all other matters of property management.

REPORT OF GOVERNMENT PROPERTY. Annually, in accordance with FAR 45.505-14, the contractor must submit to EPA an annual summary report, by contract, of all Government Property in the Contractor's possession as of September 30 each year.

The report shall be submitted in sufficient time so as to be received, at EPA and DCMC, no later than October 31 of each year.

A separate report must be prepared and submitted for each contract. The original and one copy shall be distributed as follows:

Original - EPA Contracting Officer

1 copy - DCMC Property Administrator

The Contractor shall provide detailed reports on an as needed basis as may be requested by the Contracting Officer or the Property Administrator.

ESTABLISHMENT AND MAINTENANCE OF RECORDS. For EPA contracts, the Contractor shall maintain, at a minimum, the following data elements:

For Government Owned Property:

EPA Identification Number (if supplied)
Contractor Identification Number
Description
Manufacturer
Model
Serial Number
Acquisition Date
*Acquisition Cost
Acquisition Document Number
Superfund (Yes/No)
Location
Contract Number
Account Number (if supplied)

* Acquisition Cost is the original purchase price plus, upgrades, and incidental costs such as transportation, insurance during transit, duties, handling, storage, taxes and installation costs allocable to an item. When definite information as to unit price cannot be obtained, reasonable estimates will be used.

TRANSFERS. When the contractor receives Government furnished property (GFP), the contractor should receive from the transferor all of the minimum data elements required for the annual inventory submission except location. Normally, this information is provided on the Property Receipt and Transfer Document (EPA 1700-7) or equivalent. In other cases, this information may be included in the basic contract or modification thereof, authorizing the GFP. If this information has not been obtained by the time of receipt of the property, the contractor must request it from the Project Officer (PO). Upon return of the property to EPA, the same data must be provided to the PO on EPA form 1700-7 or equivalent.

EXCESS. The contractor will identify under-utilized property and ask the PO to verify that the items are excess to the contract. If directed by the Project Officer, the contractor will report the items as excess to the Contracting Officer, and the CPC for screening by EPA. The items may be reported in writing or by EPA's electronic mail system. After the appropriate internal screening period (45 days for written and 30 days for electronic), the contractor will report the excess property to DCMC on the appropriate inventory schedule form in FAR 45.606-5. CLEARLY INDICATE ON THE SCHEDULE WHEN SUPERFUND PROPERTY IS BEING REPORTED. The CPC may authorize concurrent internal screening and reporting to the CPC and PA if necessitated by time constraints or the type and condition of the items.

SUPERFUND. If non-expendable items are identified as Superfund property by the PO, the contractor must physically mark each item as Superfund property and identify them as Superfund property in the official EPA records.

MOTOR VEHICLES. Contractors with Government motor vehicles are required to submit to the EPA, Facilities Management and Services Division (FMSD); Transportation Management Section 3204; 401 M Street SW; Washington, DC 20460, a master record report, a status change report and an annual operating summary report for each vehicle in their possession. Instructions from FMSD on the completion of these reports will be provided after the approval for acquisition of the vehicle.

LOSS DAMAGE AND DESTRUCTION (LDD) Contractors are required to maintain records of all LDD. All suspected thefts and other LDD over \$1000 must be promptly reported to the PA. The records of all LDD under \$1,000 (except suspected thefts) will be reviewed during the PA's periodic analysis of the contractors property control system.

G.11 ANNUAL SUMMARY REPORT FORMAT

As required by FAR 45.505-14(b) EPA hereby specifies the annual summary report format as follows:

- a. For the reporting year 1996 only, all beginning balances shall be shown as 0. For subsequent years, the previous years ending balance shall serve as the following year's beginning balance.
- b. For each classification listed in FAR 45.505-14(a), except material, provide the total acquisition cost and quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.
- c. For material, provide the total acquisition cost only.
- d. Property classified as plant equipment, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first shall include the total acquisition cost and quantity of all items with a unit acquisition cost of \$25,000 or more. The second shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.
- e. While contractors may maintain the record of a system either by noting all of the component parts of the system, with associated costs, under the system title, or by maintaining individual records for each component, contractors must report, as a system, all groups of component parts that interact and function as a complex whole, if the total acquisition cost of the system is \$25,000 or more.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PRINTING (EPAAR 1552.208-70) (APR 1984) DEVIATION

(a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

(c) Affirmative Requirements.

- (1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or final report.
- (2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA

Procurement Guidelines (40 CFR 250, June 22, 1988).

- (d) Permitted Contractor Activities.
- (1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.
- (2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALTERNATE I (MAY 1994)

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.
- (c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.
- (d) Remedies The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational

conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.3 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUL 1994) DEVIATION

- (a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.
- (b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.
- (c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.
- (d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.4 LIMITATION OF FUTURE CONTRACTING (EPAAR 1552.209-74) (MAR 1997) ALTERNATE V (MAY 1994)

- (a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.
- (b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop

specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

- (c) Once the Contractor receives a work assignment to support the evaluation and application of air quality modeling techniques, including prerequisite analyses of raw data to develop/evaluate model inputs, the Contractor, during the life of this contract, shall not contract with another entity that would present an organizational conflict of interest on the subject matter of the work assignment (e.g., contracting with a provider who requires analyses of high volume pollutant emission releases, or for mitigation of high concentrations of toxic pollutants; or that could benefit through its work with the Agency, in hopes of continuing a profitable contractual relationship.), unless otherwise authorized by the Contracting Officer.
- (d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.
- (e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.
- (f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.
- (g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.
- (h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.5 OPTION TO EXTEND THE TERM OF THE CONTRACT-COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984)

The Government has the option to extend the term of this contract for four (4) additional period(s) at any time up to sixty (60) days after the expiration date, provided that the Government has given the Contractor written notice sixty (60) days prior to exercising of such option. If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start Date	End Date
Option Period I	10/01/98	09/30/99
Option Period II	10/01/99	09/30/00
Option Period III	10/01/00	09/30/01
Option Period IV	10/01/01	09/30/02

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort (Direct Labor Hours)
Option Period I	4,610
Option Period II	4,610
Option Period III	4,610
Option Period IV	4,610

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

			
Period	Cost	Fixed Fee	<u>Total</u>
Option	Estimated		

H.6 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (APR 1984)

By issuing a contract modification, the Government may increase the estimated level of effort by:

	Level of Effort
Period	(Direct Labor Hours)
BASE Period	1,840
Option Period I	1,840
Option Period II	1,840
Option Period III	1,840
Option Period IV	1,840

The Government may issue a maximum of four (4) orders to increase the level of effort in multiples of 460 hours during any given period.

The estimated cost and fixed fee of each multiple of hours is as follows:

Period	Estimated Cost	Fixed Fee	Total
Base Period Option I Period Option II Period Option III Period			
Option IV Period			

When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost and Fixed Fee" clause will be modified accordingly.

H.7 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

- (a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.
- (2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.
- (b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.
- (c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.
- (d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.8 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

- (a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded to by the Agency.
- (b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.9 MENTOR-PROTEGE PROGRAM (EP 52.219-135) (SEP 1994)

- (a) The Contractor has been approved to participate in the EPA Mentor-Protege program. The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDB's and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts.
- (b) The Contractor shall submit an executed Mentor-Protege agreement to the Contracting Officer, with a copy to the Office of Small and Disadvantaged Business Utilization or the Small Business Specialist, within thirty (30) calendar days after the effective date of the contract. The Contracting Officer will notify the Contractor within thirty (30) calendar days from its submission if the agreement is not accepted.
- (c) The Contractor as a Mentor under the Program agrees to fulfill the terms of its agreement(s) with the Protege firm(s).
- (d) If the Contractor or Protege firm is suspended or debarred while performing under an approved Mentor-Protege agreement, the Contractor shall promptly give notice of the suspension or debarment to the Office of Small and Disadvantaged Business Utilization and the Contracting Officer.
- (e) Costs incurred by the Contractor in fulfilling their agreement(s) with the Protege firm(s) are not reimbursable on a direct basis to the contract.
- (f) In an attachment to Standard Form 294, Subcontracts Report for Individual Contracts, the Contractor shall report on the progress made under their Mentor-Protege agreement(s), providing:
 - (1) The number of agreements in effect; and
- (2) The progress in achieving the developmental assistance objectives under each agreement, including whether the objectives of the agreement have been met, problem areas encountered, and any other appropriate information.

H.10 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a)(1) of EP52.228-110, "Insurance-- Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.11 INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)

(a) (1) Except as provided in subparagraph (2) immediately following, the Contractor shall provide and maintain workers' compensation, employer's

liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

- (2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.
- (c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

H.12 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.13 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

- (a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:
- (1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.
- (2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

- (3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:
- (i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:
- (A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.
- (B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.
- (C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.
- (ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.
- (iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.
- (b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.
- (c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

H.14 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

- (a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:
- (1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii)

not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

- (2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.
- (3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.
- (4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.
- (b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.15 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

- (a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).
- (b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:
- (1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);
- (2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;
- (3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

- (4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);
- (5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;
- (6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;
- (7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;
- (8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;
- (9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and
 - (10) Pursuant to a court order or court-supervised agreement.
- (c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.
- (d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.
- (e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.
- (f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.16 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

- (a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.
- (b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.
 - (c) Technical direction includes:
- (1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.
 - (2) Comments on and approval of reports or other deliverables.
- (d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.
- (e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.17 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.18 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.19 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.20 EPA SPONSORED MEETINGS, WORKSHOPS, CONFERENCES (RTP-H-4)

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. (FPMR 101-17.104-4). The EPA Project Officer or Work Assignment Manager will determine and advise contractor as to the availability of Federal facilities.

Except for contractor, experts, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc. for other participants or attendees shall not be an allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

The cost of beverages, food, refreshments, etc. consumed by participants or attendees shall not be an allowable charge under this contract.

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

H.21 IDENTIFICATION OF SUBCONTRACTORS (RTP-H-8)

- (a) The purpose of this clause is to identify the subcontractors in the Contractor's proposal which resulted in award of this contract.
- (b) Notwithstanding the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)", it is hereby agreed to and understood that the following "team subcontractors" will perform the work under this contract as outlined in the Contractor's technical proposal incorporated in Section C of this contract:

Subcontractor

Estimated Amount of Total Potential Subcontract

- (c) Any substitutions in the above listing of subcontractors which will result in a deviation from the Contractor's technical proposal which resulted in award of this contract shall be approved in advance of the substitution in writing by the Contracting Officer. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, information required by the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the subcontractors being replaced. This clause may be modified upon approval of the requested substitutions by the Contracting Officer.
- (d) This clause is not intended to grant consent to the above subcontracts. Subcontract consent will be granted in accordance with EPA procedures and the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)".

H.22 SUBCONTRACTOR - KEY PERSONNEL (RTP-H-9)

(a) The Contractor's proposal which resulted in award of this contract indicated that a portion(s) of the work hereunder would be performed under a subcontract(s). As a part of this proposal, certain subcontractor key personnel were identified. It is hereby agreed and understood that the following subcontracts shall contain a provision which requires the following key personnel:

Subcontractor Key Personnel Title

- (b) It is further agreed and understood that the subcontract(s) listed above will contain the following provisions:
- (1) during the first ninety (90) calendar days of performance the subcontractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment;
- (2) the subcontractor shall notify the Contractor within 15 calendar days after the occurrence of any of the events in paragraph (1) above, and provide the information required by paragraph (4) below;

- (3) after the initial ninety (90) day period, the subcontractor shall submit the information required by paragraph (4) to the Contractor at least 15 calendar days prior to making any permanent substitutions;
- (4) the subcontractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contractor. Proposed substitutes should have comparable qualifications to those of the persons being replaced.
- (c) If a substitution in key personnel is considered appropriate by the Contractor, the Contractor shall issue a modification to the subcontract. Prior to any such modification, the Contractor shall obtain the written consent of the Contracting Officer.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3		GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
	JUL 1995	
		GOVERNMENT
52.203-7	JUL 1995	
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER
		ACTIVITY
52.209-6	JUL 1995	
		SUBCONTRACTING WITH CONTRACTORS DEBARRED,
		SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2		AUDIT AND RECORDSNEGOTIATION
52.215-31	SEP 1987	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.215-40	FEB 1995	NOTIFICATION OF OWNERSHIP CHANGES
52.215-23	OCT 1995	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING
		DATAMODIFICATIONS
52.215-25	OCT 1995	SUBCONTRACTOR COST OR PRICING DATAMODIFICATIONS
52.215-27	MAR 1996	TERMINATION OF DEFINED BENEFIT PENSION PLANS
52.215-39	MAR 1996	REVERSION OR ADJUSTMENT OF PLANS FOR
		POSTRETIREMENT BENEFITS OTHER THAN PENSIONS
52.216-7		ALLOWABLE COST AND PAYMENT
52.216-8		FIXED FEE
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	OCT 1995	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND
		WOMEN-OWNED SMALL BUSINESS CONCERNS
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF
		SUBCONTRACTS
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND
		VIETNAM ERA VETERANS DEVIATION
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS
		AND VETERANS OF THE VIETNAM ERA
52.223-2		CLEAN AIR AND WATER
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.223-6	JAN 1997	DRUG-FREE WORKPLACE

52.227-1 JUL 1995 AUTHORIZATION AND CONSENT 52.227-2 AUG 1996 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	187)
	187)
COPYRIGHT INFRINGEMENT	187)
	87)
52.227-14 JUN 1987 RIGHTS IN DATAGENERAL	987)
52.227-14 JUN 1987 RIGHTS IN DATAGENERAL ALTERNATE III (JUN 19	
52.227-16 JUN 1987 ADDITIONAL DATA REQUIREMENTS	
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i.2 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (JAN 1990) DEVIATION

(a) Definitions.

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer

or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (c) A special Government employee, as defined in section 202, title 18, United States Code.
- (d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that

agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
- (3) The prohibitions of the Act do not apply under the following conditions:
 - (i) Agency and legislative liaison by own employees.
- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
- (B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.
- $\,$ (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

- (D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
- (E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.
 - (ii) Professional and technical services.
- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--
- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional to technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in

the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clauses are permitted under this clause.
- (E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.
 - (iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

- (A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Disclosure.

- (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.
- (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under a Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

- (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

i.3 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a),(b),(c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423)(the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--
- (1)Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (2) Rescind the contract with respect to which--
- (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

- (A) Exchanging the information covered by such subsections for anything of value; or
- (B)Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
- (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

1.4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

- (a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.
- (b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.5 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-42) (JAN 1997)

- (a) Exceptions from cost or pricing data. (1)In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.804-2(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
- (i)Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii)Information on modifications of contracts or subcontracts for commercial items.
- (A) IF (1)the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish

that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

- (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include:
- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The Contractor shall submit cost or pricing data on Standard Form(SF)1411, Contract Pricing Proposal Cover Sheet(Cost or Pricing Data Required), with supporting attachments prepared in accordance with Table 15-2 of FAR 15.804-6(b)(2).
- (2) As soon as practical after agreement of price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, prescribed by FAR 15.804-4.

1.6 LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14) (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for— $^{-}$
- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General Construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I.7 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.8 CERTIFICATION OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS USED IN PERFORMANCE OF THE CONTRACT (FAR 52.223-9) (MAY 1995)

(a) As required under Section 6962 of the Solid Waste Disposal Act, an officer or employee of the Contractor shall execute the following certification annually as required in paragraph (b) of this clause:

CERTIFICATION

(1) I,______(name of certifier) am an officer or employee responsible for the performance of this contract and hereby certify

that the following minimum recovered material content for EPA Designated Items was actually used in the performance of this contract during the preceding Government fiscal year (October 1 - September 30, _____):

ITEM PERCENTAGE OF TOTAL DOLLAR RECOVERED MATERIAL AMOUNT OF CONTENT UTILIZED* TTEM USED *In addition, for paper products, include the percentage of postconsumer material content utilized. Signature of the Officer or Employee Typed name of the Officer or Employee Title Name of Company, Firm, or Organization Date (End of Certification) (b) The Contractor shall submit this certification annually to Contracting Officer 1 copy EPA Recycling Coordinator 1 copy

by November 1, for the previous government fiscal year (October 1 through September 30).

(2) Not withstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE

US EPA (MC 3204)

Washington, D.C. 20460

(a) These data are submitted with limited rights under Government contract No..... (and subcontract....., if appropriate). These data may be reproduced and used by the Government with the express limitation that they

will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

- (i) Use (except for manufacture) by support service contractors.
- (ii) Evaluation by nongovernment evaluators.
- (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.
 - (iv) Emergency repair or overhaul work.
- (v) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.
- (b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

i.10 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1995)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
 - (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.11 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

- (a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- (b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.12 SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (FAR 52.244-2) (FEB 1997)

- (a) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if-
- (1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;
- (2) The proposed subcontract is fixed-price and exceeds either \$25,000 or 5 percent of the total estimated cost of this contract;
- (3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or
- (4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$25,000 or of any items of facilities.
- (b) (1) In the case of a proposed subcontract that (i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$25,000, including any fee, (ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.
 - (2) (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained.
- (iv) The proposed subcontract price and the Contractor's cost or price analysis.

- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (\mbox{vi}) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting-
 - (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.
- (d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) of this clause without the consent of the Contracting Officer.

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(e)	Even	if the	e Contr	actor	's pu	rchasir	ng system	n has	been	approved	d, the
Contra	actor	shall	obtain	the (Contra	acting	Officer	's wr	itten	consent	before
placi	ng suk	ocontra	acts id	entif:	ied be	elow:					

- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the allowability of any cost under this contract, or (3) to relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in paragraph 15.903(d) of the Federal Acquisition Regulation .
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) To facilitate small business participation in subcontracting, the Contractor agrees to provide progress payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary progress payments stated in FAR 32.502-1 and 32.504(f), as in effect on the date of this contract. The Contractor further agrees that the need for such progress payments will not be considered a handicap or adverse factor in the award of subcontracts.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

I.13 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (FEB 1995)

- (a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first -tier subcontractor under a cost-reimbursement subcontract thereunder.
- (2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWATS, 18th & F Streets, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a costreimbursement contract. If the inclusion of the paid freight bills/invoices,

CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

- (c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.
- (d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --
 - (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
 - (3) The name and address of the contracting office:
 - (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.14 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I.15 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.
- (b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
1	STATEMENT OF WORK
2	REPORTS OF WORK
3	TECHNICAL REPORT ABSTRACT
4	INVOICE PREPARATION INSTRUCTIONS
5	GOVERNMENT PROPERTY FORM
6	CLIENT AUTHORIZATION LETTER
7	PAST PERFORMANCE QUESTIONNAIRE

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (MAR 1994)

(a) Definitions.

"Common parent," as used in the solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) Taxpayer Identification Number (TIN). [] TIN: _____ [] TIN: has been applied for. [] TIN: is not required because: [] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S; [] Offeror is an agency or instrumentality of a foreign government; [] Offeror is an agency or instrumentality of a Federal, state or local government; [] Other. State basis. _____ (d) Corporate Status. [] Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services; [] Other corporate entity; [] Not a corporate entity: [] Sole proprietorship; [] Partnership; [] Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a). (e) Common Parent. [] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause. [] Name and TIN of common parent;

K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that -
 - (i) The Offeror and/or any of its Principals -
- (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the

certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4	TYPE OF	BUSINESS	ORGANIZATION	(FAR	52,215-6)	(JUL	1987)

The offeror or quoter, by checking the applicable box, represents that--

- (a) It operates as [] a corporation incorporated under the laws of the State of ______, [] an individual, [] a partnership, [] a nonprofit organization, or [] a joint venture; or
- (b) If the offeror or quoter is a foreign entity, it operates as [] an
 individual, [] a partnership, [] a nonprofit organization, [] a joint
 venture, or [] a corporation, registered for business in
 _________(country).

K.5 AUTHORIZED NEGOTIATORS (FAR 52.215-11) (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

K.6 PLACE OF PERFORMANCE (FAR 52.215-20) (APR 1984)

- (a) The offeror or quoter, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.
- (b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter

K.7 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (JAN 1997)

- (a)(1) The standard industrial classification (SIC) code for this acquisition is 8999 Services.
- (2) The small business size standard is \$5 million average annual sales receipts for the last three (3) years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it []is, []is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.
- (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (c) Definitions. Joint Venture, for purposes of a small disadvantaged business(SDB) set-aside or price evaluation preference(as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its

management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern-

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at east 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
 - (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act .

K.8 CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (APR 1984)

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in $18\,\mathrm{U.S.C.}\ 1001.$

K.9 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
 - (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is

- $[\]$, is not $[\]$ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.12 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (MAY 1995)

The offeror certifies, by signing this offer, that recovered materials, as defined in FAR 23.402, will be used as required by the applicable purchase descriptions.

K.13 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL FOR DESIGNATED ITEMS TO BE USED IN THE PERFORMANCE OF THE CONTRACT (FAR 52.223-8) (MAY 1995)

(a) By signing this offer, the offeror estimates that the total percentage(s) of recovered material for EPA Designated Items (see 40 CFR, Chapter 1, Subchapter I) to be used in the products and services to be provided under the terms and specifications set forth in this solicitation shall be as follows:

ITEM	ESTIMATED PERCENTAGE
	OF RECOVERED MATERIAL*

- *In addition, for paper products, include the percentage of postconsumer material.
- (b) Prospective offerors are cautioned that the Government will conclude that the percentages(s) of recovered materials to be used in products and services to be provided under any resulting contract shall be "0%" if the estimate(s) requested in this solicitation provision are left blank.
- (c) Prospective offerors are further cautioned that estimated percentage(s) of recovered materials to be used in products and services to be provided under any resulting contract that are less than the requirements set forth in this solicitation may render a prospective offeror's offer nonresponsive.

K.14 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
 - (b) By signing this offer, the offeror certifies that--
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the

Pollution Prevention Act of 1990(PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
- [] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- [] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- [] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f)(including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- [] (iv)The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or
- [] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (FAR 52.227-15) (JUN 1987)

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data--General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this clause to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

for fulfilling such requirements

[] None of the data proposed

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

		restricted computer software.
[]	Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights In Data-- General."

K.16 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA or update all outdated information on file.

(a)	Contractor's Name:	
	Address (If financial records ar location, show the address of the are kept):	he place where the records

(c)	Telephone Number:				
(d)	Individual(s) to contact re this proposal:				
		• • • • •			
(e)	Cognizant Government:				
	Audit Agency:				
	Address:				
	Auditor:				
(f)	(1) Work Distribution for the Last Completed Fisca	l Accounting Period:			
	Sales: Government cost-reimbursement type prime contracts and subcontracts:	\$			
	Government fixed-price prime contracts and subcontracts:	\$			
	Commercial Sales:	\$			
	Total Sales:	\$			
	Total Sales for first and second fiscal years immeding last completed fiscal year.	diately			
	Total Sales for First Preceding Fiscal Year	\$			
	Total Sales for Second Preceding Fiscal Year	\$			
(g)	Is company a separate rate entity or division?				
	If a division or subsidiary corporation, name pare	nt company:			
(h)	Date Company Organized:				
(i)	Manpower:				
	Total Employees:				
	Direct:				
	Indirect:				
	Standard Work Week (Hours):				
(j)	Commercial Products:				

- (k) Attach a current organizational chart of the company.
- (1) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

Actual C	Estimated/ Cost Cost	Standard
Estimating System		
Job Order Process Accumulating System		
Job Order		
Process		
Has your cost estimating	ng system been approved	by any Government agency?
Yes No		
If yes, give name and l	location of agency:	
Has your cost accumulat agency?	tion system been approve	ed by any Government
Yes No		
If yes, give name and a	address of agency:	
(m) What is your fiscal yea	ar period? (Give month-	to-month dates):
What were the indirect cost r	rates for your last comp	pleted fiscal year?
Fiscal Year	Indirect Cost Rate	Basis of Allocation
Fringe Benefits Overhead G&A Expense Other		
(n) Have the proposed indirany Government agency? Yes	rect cost rate(s) been	
If yes, name and location of	of the Government agency	y:

Date of last preaward audit review by a Government agency: .
(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and $G\&A$ must be furnished.)
(o) Cost estimating is performed by: Accounting Department
(describe).
(p) Has system of control of Government property been approved by a Government agency?
Yes No
If yes, name and location of the Government agency:
(q) Purchasing System:
FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$10 million (annual billings) during the next twelve months. The \$10 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government agency
Yes No
If yes, name and location of the Government agency:
Period of Approval:
If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$10 million threshold?
Yes No
If you respond yes to the \$10 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?
Yes No
If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency

Are your purchasing policies and procedures written?
Yes No
(r) Does your firm have an established written incentive compensation or bonus plan?
Yes No
K.18 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)
(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.
(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.
K.19 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)
K.19 SIGNATURE BLOCK (EP 32.299-900) (APR 1904)
I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.
I hereby certify that the responses to the above Representations,
I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.
I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete. Signature:
I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete. Signature: Title:
I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete. Signature: Title : Date :
I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete. Signature: Title : Date : K.20 CONGRESSIONAL DISTRICT/DUN AND BRADSTREET NUMBER (RTP-K-1) A. Congressional district for offeror's place of business (as noted on the

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	DEC 1996	CONTRACTOR IDENTIFICATION NUMBERDATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-5	JUL 1987	SOLICITATION DEFINITIONS
52.215-7	APR 1984	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS
52.215-8	DEC 1989	AMENDMENTS TO SOLICITATIONS
52.215-12	APR 1984	RESTRICTION ON DISCLOSURE AND USE OF DATA
52.215-13	APR 1984	PREPARATION OF OFFERS
52.215-14	APR 1984	EXPLANATION TO PROSPECTIVE OFFERORS
52.215-15	MAY 1997	FAILURE TO SUBMIT OFFER
52.215-9	MAR 1997	SUBMISSION OF OFFERS
52.215-10	MAY 1997	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS
52.215-16	OCT 1995	CONTRACT AWARD ALTERNATE II (OCT 1995)
52.222-24	APR 1984	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES

L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-30) (SEP 1987)

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-41) (JAN 1997) ALTERNATE IV (OCT 1995)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:

See L provision entitled "Instructions for Preparation of Technical and Cost or Pricing Proposals"

L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee contract resulting from this solicitation.

L.5 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Sue D. Miller

Hand-Carried Address:

Environmental Protection Agency Admin Bldg Lobby, Alexander Dr. Research Triangle Park, NC 27709

Mailing Address:

Environmental Protection Agency Contracts Mgt. Dvision (MD-33) Research Triangle Park, NC 27711

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

L.7 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the provision.
- (b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which

describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

- (b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.
- (c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.9 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of November 30, 1997 and that the required effort will be uniformly incurred throughout each contract period.

L.10 PAST PERFORMANCE INFORMATION (EP 52.215-105) (DEC 1995)

- (a) Offerors shall submit the information requested below as part of their proposal for both the offeror and major (over \$500,000) proposed subcontractors. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.
- (b) Offerors shall submit a list of all or five (5) contracts and subcontracts completed in the last three (3) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement. The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses which are of similar scope, magnitude, and complexity to that which is detailed in the RFP. Include the following information for each contract and subcontract:
 - (1) Name of contracting activity.
 - (2) Contract number.
 - (3) Contract title.
 - (4) Contract type.
 - (5) Brief description of contract or subcontract.
 - (6) Total contract value.
 - (7) Period of performance.
 - (8) Contracting officer and telephone.
 - (9) Program manager and telephone.
 - (10) Administrative Contracting Officer, if different from #8, and telephone.
 - (11) List of major (over \$500,000) subcontractors (if applicable).

- (c) Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.
- (1) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded.
- (2) If none of the references respond, an offeror will receive a neutral score. Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.
- (d) If negative feed back is received from an offeror's reference, the Government will compare the negative response to the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. Negative and/or positive responses will only be revealed to an offeror when holding discussions.
- (e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation.
- (1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant directly related or similar past performance. If an offeror does not indicate whether past performance history exists, the offeror's proposal may be considered ineligible for award.
- (2) Client Authorization Letters should be mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the Contracting Officer simultaneously with mailing to references.
- (f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.
- (1) Identify the segment of the company (one division or the entire company) which received the award or certification.
- (2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- (g) Each offeror will be evaluated on performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, and complexity to this requirement. Past Performance information will be used for both responsibility determinations and as an evaluation factor for award against which offerors' relative rankings will be compared to assure the bast value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Past Performance Questionnaire

identified in Section J will be used to collect this information. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) The Contracting Officer will retain the information collected on past performance in the official contract file.

L.11 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than ten (10) calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.12 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.13 DEFINITION OF LABOR CLASSIFICATIONS (EP 52.215-120) (FEB 1985)

Offerors shall use the following labor classifications in preparing their technical and cost proposals.

- (a) Definition of labor classifications. The direct labor hours appearing below are for professional and technical labor only. These hours do not include management at a level higher than the project management and clerical support staff at a level lower than technician. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly chargeable man-hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed. Additionally, the hours below are the workable hours required by the Government and do not include release time (i.e., holiday, vacation, etc.).
- (b) Distribution of level of effort. Submit your proposal utilizing the labor categories and distribution of the level of effort specified below:

Period	Base Amount	Optional Amount				
Base Period						
Professional Level IV	1,700	670				
Professional Level III	1,930	780				
Professional Level II	730	290				
Professional Level I	250	100				
Total Base Period	4,610	1,840				
Option I Period						
Professional Level IV	1,700	670				
Professional Level III	1,930	780				
Professional Level II	730	290				
Professional Level I	250	100				
Total Option I Period	4,610	1,840				
Option II Period						
Professional Level IV	1,700	670				
Professional Level III	1,930	780				
Professional Level II	730	290				
Professional Level I	250	100				
Total Option II Period	4,610	1,840				
Option III Period						
Professional Level IV	1,700	670				
Professional Level III	1,930	780				
Professional Level II	730	290				
Professional Level I	250	100				
Total Option III Period	4,610	1,840				
Option IV Period						
Professional Level IV	1,700	670				
Professional Level III	1,930	780				
Professional Level II	730	290				
Professional Level I	250	100				
Total Option IV Period	4,610	1,840				

(c) When identifying individuals assigned to the project, specify in which of the above categories the identified individual belongs. If your company proposes an average rate for a company classification, identify the professional or technical level within which each company category falls.

DEFINITION OF LABOR CLASSIFICATIONS

Offerors shall use the following labor classifications in preparing their technical and cost proposals:

PROFESSIONAL

(1) Level 4 - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

Typical Title: Project Leader, Chief Engineer

Normal Qualifications: Ph.D. Degree or equivalent; and

Experience: 10 years or more

(2) Level 3 - Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in methods, design or equipment where necessary. Operates with same latitude for unreviewed action or decision.

Typical Title: Project Engineer, Group Leader

Normal Qualifications: Masters Degree or equivalent; and

Experience: 6-12 years

(3) Level 2 - Under supervision of a senior or project leader, carries out assignments associated with projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment coordinates the activities of juniors or technicians. Work assignments are varied and require some originality and ingenuity.

Typical Title: Engineer, Analyst

Normal Qualifications: B.S. Degree or equivalent; and

Experience: 3-8 years

(4) Level 1 - Lowest or entering classification. Works under close supervision of senior or project leader. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title: Junior, Associate

Normal Qualifications: B.S. Degree or equivalent; and

Experience: 0-3 years

Experience/Qualifications Substitutions

- (1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.
- (2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.
- (3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.
- (4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

L.14 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)

EACH CONTRACT PERIOD BASE QUANTITY HOURS

TRAVEL: Estimate two (2) trips per year to Research Triangle Park, NC. Assume the travel will be for three (3) days with two (2) people traveling.

COMPUTER RELATED COSTS: The work asignments under this contract may require the use of the EPA Mainframe computers to perform modeling and related data analyses. There is no cost for establishing an account on the EPA Mainframe computer. However, the cost per unit of computer time (CPU hours) for use of the mainframe is approximately \$700 per CPU hour. During the base year, 90 CPU hours may be required to access the AIRS and other mainframe data bases, extract data, model various scenarios, and then process the output through SAS, GIS, and other computer programs.

MATERIALS/SUPPLIES: Items in this category would include air pollution dispersion related reference books and journal subscriptions needed for developmental modeling work. A typical computer run involves the storage of input and output data plus the storage of analysis results on archival medium such as magnetic tape or diskettes with an estimated 20 runs per year. The costs will vary depending upon the need to save output data, the actual number of runs, and the amount of data that is needed to be saved.

POSTAGE/EXPRESS MAIL: Postage is estimated by assuming 28 routine correspondences per month and 21 express mailings per work assignment.

REPRODUCTION: 25,344 copies

INTERNET: A high speed Internet connection is needed to access and receive large quantities (>200 Megabytes) of data between the contractor's workstation and other computers located in various parts of the country.

EACH CONTRACT PERIOD OPTIONAL QUANTITY HOURS

TRAVEL: Estimate one (1) trip per year to Research Triangle Park, NC. Assume the travel will be for three (3) days with two (2) people traveling.

COMPUTER RELATED COSTS: An additional 36 CPU hours of EPA Mainframe computer time are assumed to be needed along with associated costs. Some slight increase in computer usage is expected in Option I through Option IV by 1% to 2%.

POSTAGE/EXPRESS MAIL: Postage is estimated by assuming 12 routine correspondences per month and 9 express mailings per year. The average cost for routine correspondence and express mail is assumed to be \$1.25 and \$15, respectively.

REPRODUCTION: 12,384 copies

INTERNET: Additional high speed Internet usage.

- L.15 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION
 - (a) Technical proposal instructions.

- (1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.
 - (2) Special technical proposal instructions:
 See Section M Evaluation Criteria and the L Provision entitled, "Past Performance Information." The technical proposal shall be organized in accordance with the Technical Evaluation Criteria.
- (b) Cost or pricing proposal instructions. In addition to a hard copy of the information, to expedite review of your proposal, you are requested to submit a computer disk containing the financial data required under 1552.215-73(b)(2) through (b)(7), if this information is available using a commercial spreadsheet program on a personal computer. Please indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of your proposal.
 - (1) General Submit cost or pricing information on Standard Form 1448, Proposal Cover Sheet (Cost or Pricing Data Not Required), prepared in accordance with FAR Table 15-3, Instructions for Submission of Information Other Than Cost or Pricing Data and the following:
 - (i) Clearly identify separate cost or pricing information associated with any:
 - (A) Options to extend the term of the contract;
 - (B) Options for the Government to order incremental quantities; and/or
 - (C) Major tasks, if required by the special instructions.
 - (ii) If the contract schedule includes a "Fixed Rate for Services" clause, please provide in your cost proposal a schedule duplicating the format in the clause and include your proposed fixed hourly rates per labor category for the base and any optional contract periods.
 - (iii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last 3 completed fiscal year(s). Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).
 - (2) Direct Labor.
 - (i) Attach support schedules for each proposed labor category, indicating both proposed hours and rates. All management and support (such as clerical, corporate and day-to-day management) hours and costs proposed to be a direct charge, in accordance with your normal accounting

treatment, are to be shown separately from that for the technical effort.

- (ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to your company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how your technical approach coincides with the proposed costs.
- (iii) Describe for each labor category proposed your company's qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.
- (iv) Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.
- (v) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).
- (vi) State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. If so, state the number required.
- (vii) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.
 - (A) Individual's name;
 - (B) Annual salary and the period for which the salary is applicable;
 - (C) List of other research Projects or proposals for which salaries are allocated, and the proportionate time charged to each; and
 - (D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charges as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)
- (3) Indirect costs (overhead, general, and administrative expenses).
 - (i) If your rates have been recently approved, include a copy of the rate agreement.

- (ii) Submit supporting documentation for rates which have not been approved or audited.
- (4) Travel expense.
 - (i) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect costs and fee.
 - (ii) Attach a schedule illustrating how travel was computed. Include a breakdown indicating number of trips, number of travelers, destination, purpose and cost.
- (5) Subcontracts. Identify the subcontractors.
 - State the amount of service estimated to be required and the quoted daily or hourly rate.
- (6) Equipment, facilities and special equipment, including tooling.
 - (i) If direct charges for use of existing contractor equipment are proposed, provide a description of these items.
 - (ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)
 - (iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government agency which has cognizance over the property.
 - (iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.
- (7) Other Direct Costs (ODC).
 - (i) Attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under your accounting system would be a direct charge on any resulting contract.
 - (ii) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.
 - (iii) If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, those costs should not be included as a direct cost. Complete explanation of this adjustment and the contractor's practice should be provided.

(iv) Provide dollars per LOE hour on similar contracts or work assignments.

(8) Team Subcontracts

When the cost of a subcontract is substantial (25 percent of the estimated contract dollar value or \$100,000, whichever is less), the offeror shall include the following subcontractor information:

- (i) Provide details of subcontract costs in the same format as the prime contractor's costs. Include a cost or price analysis of the subcontractor cost in accordance with FAR 15.806(a)(2);
- (ii) Describe how the prospective team subcontractors were chosen as part of the offeror's proposed team;
- (iii) Describe the necessity for the subcontractor's
 effort as either a supplement or complement to the
 offeror's in-house expertise;
- (iv) Identify the areas within the scope of work that may be performed by team subcontractors and;
- (v) Describe the prime contractor's management structure and internal controls that will be used to ensure efficient and quality performance of team subcontractors.

L.16 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: 100%

(b) 8(a) Program: Not Applicable

L.17 PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM (EP 52.219-130) (SEP 1994)

- (a) This provision sets forth the procedures for participation in the EPA Mentor-Protege Program (hereafter referred to as the Program). The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDBs and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of the SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts. If the successful offeror is accepted into the Program they shall serve as a Mentor to a Protege (SDB) firm(s), providing developmental assistance in accordance with an agreement with the Protege firm(s).
- (b) To participate as a Mentor, the offeror must receive approval in accordance with paragraph (h).

- (c) A Protege must be a small disadvantaged business (SDB) as defined under Federal Acquisition Regulation (FAR) 19.000, and a small business for the purpose of the Small Business Administration (SBA) size standard in the Standard Industrial Code (SIC) applicable to the contemplated supplies or services to be provided by the Protege firm to the Mentor firm. Further, consistent with EPA's 1993 Appropriation Act, socially disadvantaged individuals shall be deemed to include women.
- (d) A Protege firm may self-certify to the offeror that it meets each of the eligibility requirements above. The offeror may rely in good faith on a written representation of a business concern that such business concern meets the requirements set forth in paragraph (c). Where there may be a concern regarding the Protege firm's eligibility to participate in the Program, the Protege's eligibility will be determined by the Contracting Officer in consultation with the Small Business Administration.
- (e) The offeror shall submit an application in accordance with paragraph (k) as part of its proposal which shall include as a minimum the following information.
- (1) A statement and supporting documentation that the offeror is currently performing under at least one active Federal contract with an approved subcontracting plan and is eligible for the award of Federal contracts;
- (2) A summary of the offeror's historical and recent activities and accomplishments under their SDB program. The offeror is encouraged to include any initiatives or outreach information believed pertinent to approval as a mentor firm;
- (3) The total dollar amount (including the value of all option periods or quantities) of EPA contracts and subcontracts received by the offeror during its two preceding fiscal years. (Show prime contracts and subcontracts separately per year);
- (4) The total dollar amount and percentage of subcontract awards made to all SDB firms under EPA contracts during its two preceding fiscal years. If recently required to submit a SF 295, provide copies of the two preceding year's reports;
- (5) The number and total dollar amount of subcontract awards made to the identified Protege firm(s) during the two preceding fiscal years (if any).
- (f) In addition to the information required by (e) above, the offeror shall submit as a part of the application the following information for each proposed Mentor-Protege relationship.
- (1) Information on the offeror's ability to provide developmental assistance to the identified Protege firm and how the assistance will potentially increase contracting and subcontracting opportunities for the Protege firm, including subcontract opportunities in industry categories where SDBs are not dominant in the offeror's vendor base.
- (2) A letter of intent indicating that both the Mentor firm and the Protege firm intend to enter into a contractual relationship under which the Protege will perform as a subcontractor under the contract resulting from this solicitation and that the firms will negotiate a Mentor-Protege agreement. Costs incurred by the offeror in fulfilling the agreement(s) with

the Protege firm(s) are not reimbursable on a direct basis to the contract. The letter of intent must be signed by both parties and contain the following information:

- (i) The name, address and phone number of both parties;
- (ii) The Protege firm's business classification, based upon the SIC code(s) which represents the contemplated supplies or services to be provided by the Protege firm to the Mentor firm;
- (iii) A statement that the Protege firm meets the eligibility criteria;
- (iv) A preliminary assessment of the developmental needs of the Protege firm and the proposed developmental assistance the Mentor firm envisions providing the Protege. The offeror shall address those needs and how their assistance will enhance the Protege. The offeror shall develop a schedule to assess the needs of the Protege and establish criteria to evaluate the success in the Program.
- (v) A statement that if the offeror or Protege firm is suspended or debarred while performing under an approval Mentor- Protege agreement the offeror shall promptly give notice of the suspension or debarment to the Office of Small Disadvantaged Business Utilization (OSDBU) and the Contracting Officer. The statement shall require the Protege firm to notify the Contractor if it is suspended or debarred.
- (g) The application will be evaluated on the extent to which the offeror's proposal addresses the items listed in (e) and (f). To the maximum extent possible, the application should be limited to not more than 10 single pages, double spaced. The offeror may identify more than one Protege in its application.
- (h) If the offeror is determined to be in the competitive range, the offeror will be advised by the Contracting Officer whether their application is approved or rejected. The Contracting Officer, if necessary, may request additional information in connection with the offeror's submission of its revised or best and final offer. If the successful offeror has submitted an approved application, they shall comply with the clause titled "Mentor-Protege Program."
- (i) Subcontracts of \$1,000,000 or less awarded to firms approved as Proteges under the Program are exempt from the requirements for competition set forth in FAR 44.202-2(a)(5), 52.244-2(b)(2)(iii) and 52.244-5. However, price reasonableness must still be determined and the requirements in FAR 44.202-2(a)(8) and 52.244-2(b)(2)(iv) for cost or price analysis continue to apply.
- (j) Costs incurred by the offeror in fulfilling their agreement(s) with a Protege firm(s) are not reimbursable on a direct basis to the contract. Unless EPA is the responsible audit agency under FAR 42.703, offerors are encouraged to enter into an advance agreement with their responsible audit agency on the treatment of such costs when determining indirect cost rates. Where EPA is the responsible audit agency, these costs will be considered in determining indirect cost rates.
 - (k) Submission of Application and Questions Concerning the Program.

The application for the Program shall be submitted to the Contracting Officer, and to the Small Business Specialist at the following address:

Small Business Specialist Contracts Management Division (MD-33) U.S. Environmental Protection Agency Research Triangle Park, NC 27711

L.18 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EP 52.233-01) (MAR 1997)

Agency protests shall be filed with the Contracting Officer in accordancee with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protestor may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.1(a)(3), any subsequent protest to the GAO must be filed within 10 days of knowledge of the Contracting Officer's adverse decision.

L.19 DISCLOSURE REQUIREMENTS FOR ORGANIZATIONAL CONFLICT OF INTEREST (RTP-L-14)

- The purpose of this contract includes the requirement for the evaluation and application of air quality modeling techniques in support of the national air pollution control programs. The work areas include industrial source air quality modeling; regional air quality modeling; urban scale modeling of photoreactive pollutants; the evaluation and refinement of performance of air quality models, along with the development of techniques to analyze/interpret model outputs and incorporate model uncertainty into the regulatory process; and the preparation of emissions, meteorological and air quality information through the use of models for subsequent use in air quality dispersion models, including prerequisite analyses of raw data to develop/evaluate model inputs. All offerors shall specifically disclose whether they have any business or competitive relationships with firms that require analyses of high volume, high concentration toxic air pollutant emission releases as described in the Statement of Work, or that require mitigation of high concentrations of toxic air pollutants, or if the offerors are directly engaged, or have a vested interest as an investor, in a business that would be so affected.
- (b) K provision entitled, ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72), requires the offeror to certify that it is not aware of any potential organizational conflicts of interest. If the offeror cannot so certify, then L provision entitled, ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70), requires the offeror to provide a disclosure statement with its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest.
- (c) The Agency has determined that firms directly engaged in the business or which have a business or competitive relationship(s) with firms involved in the activities described in paragraph (a) above (further referred to as "these activities") may have significant potential organizational conflict of interest in relation to the requirements of this solicitation. In addition, a potential organizational conflict of interest may exist with firms that evaluate, analyze or perform studies on emissions, meteorological, and air quality information through use of models.
- (d) Firms responding to this solicitation are required to disclose any such business relationships. The disclosure statement must address actual and potential organizational conflicts of interest within the offeror's entire corporate umbrella, including parent company, sister companies, affiliates,

subsidiaries, and other interests held by an offeror. In addition to identifying actual and potential organizational conflicts of interest, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. The EPA Contracting Officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

The purpose of requiring the information covered by paragraphs (c) and (d) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. The Agency recognizes that there exists a need for firms to gain the requisite technical experience necessary to fulfill the requirements of the proposed contract and that such experience is often gained through provision of consulting or related technical services to firms who are involved in evaluating, analyzing or performing studies on emissions, meteorological, and air quality information through the use of models. Accordingly, the fact that a firm has, or plans to work for a company who is involved in these activities, will not necessarily disqualify the firm for consideration for award on the basis of actual or potential conflicts of interest. The more dependent a firm is on commercial work that relates to these activities, the greater the risk to the Agency that there will arise during contract performance a significant number of conflict of interest situations which would preclude the Agency from using the contractor's support. There is no set formula for determining how much corporate business involving these activities would result in a determination by the Contracting Officer that award to a particular offeror would not be in the best interest of the Government due to organizational conflict of interest concerns; each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, neutralizing, or mitigating such conflicts. In summary, the Agency is seeking a technically qualified firm which can demonstrate that its corporate base of activities will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

L.20 MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS (RTP-L-16)

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractor's COI Plans should be identified by a version number, date, and applicable CO for any previously approved COI Plan.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COs when evaluating whether or not a contractor has a COI.

Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the last three years, all current work, all sites (if applicable) and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

С. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

(1) a list of the company's past and public clients;

(2) a description of the type(s) of work that was performed and any

- other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4)a list of site name(s) (when applicable) related to any work performed;
- (5)the ability to search and retrieve the information in the data base; and
- dollar value of work performed. (6)

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

Personal Certification D.

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract,

including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determination, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that

subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

L.21 SUBMISSION OF SF1448s (RTP-L-2)

Offerors shall submit Standard Forms 1448 for each of the following:

- 1) A summary proposal for the entire contract period
- 2) For the base period:
 - i) a Summary Proposal (assume all options to be exercised)
 - ii) a proposal for the base (4,610 hours)
 - iii) a proposal for the 460 hour increment
 - iv) a proposal for the total of the options for increased quantity ($460 \times 4 = 1,840 \text{ hours}$)

Additionally, offerors shall submit a chart outlining the level of effort in hours and associated costs for the prime contractor and each team subcontractor (including interdivisional transfers and/or subsidiaries, if any) for:

- 1) The base period (4,610 hours).
- 2) The base period option for increased quantity (1,840 hours).
- 3) The Option I period (4,610 hours)
- 4) The Option I period option for increased quantity (1,840 hours).
- 5) The Option II period (4,610 hours).
- 6) The Option II period option for increased quantity (1,840 hours).
- 7) The Option III period (4,610 hours).
- 8) The Option III period option for increased quantity (1,840 hours).
- 9) The Option IV period (4,610 hours).
- 10) The Option IV period option for increased quantity (1,840 hours).
- 11) The total contract 32,250 hours

Offerors shall submit a similar chart outlining travel and ODCs for the prime contractor and each team subcontractor (including interdivisional transfers and/or subsidiaries) for the periods and optional increments outlined above.

Costs shall be allocated in accordance with the requirements of the RFP. Offerors shall submit a chart showing each firm's (prime and subcontractors) fully loaded hourly rate for each period and optional increment. The fully loaded rates should be a computation (total cost divided by total technical hours) based on the end result of your cost proposal prepared in accordance with the instructions set forth in paragraph (b) of the provision entitled "Instructions for the Preparation of Technical and Cost or Pricing Proposals" and not the basis used to prepare your cost proposal.

Offerors shall provide a summary chart of the professional skill mix by the RFP specified labor categories (Prof. Level 4, Prof. Level 3, etc.) for the prime contractor and each team subcontractor (including interdivisional transfers and/or subsidiaries).

Offerors shall submit the following information regarding indirect costs:

1) State the basis of proposed indirect rates;

- 2) If the rates are based upon a written agreement with a Government agency, then the offeror is required to provide a copy of the referenced agreement as an attachment to the cost proposal.
- 3) If the rates have been accepted by a Government agency other than by a written agreement, then the offeror shall state this in the cost proposal and shall provide information as to when and by whom the rates were accepted.

Offerors who prepare proposals by computer should submit a floppy disk of the proposal and supporting cost data (including all rates, factors and formulas) using Lotus 123. The disk should be double sided-double density and compatible with the IBM personal computer.

Proposals should include the results of the Prime Contractor's evaluation of subcontract cost as required by FAR 15.806-1(a)(2).

L.22 CONFLICT OF INTEREST PLAN (RTP-L-7)

Offerors shall submit, along with their cost proposal, an Organizational Conflict of Interest Plan which outlines the procedures in place to detect and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address step by step, the checks and balances in place to detect and report potential or actual COI at the organizational and personal level as set forth in the L provision entitled, "Minimum Standards for EPA Contractors' Conflict of Interest Plans". The minimum standards set forth the criteria which offerors' COI plans must meet in order to be acceptable to the Agency.

The COI plan shall be negotiated within the time specified by the Contracting Officer and incorporated into any resulting contract. The plan shall be evaluated in accordance with the criteria set forth in the Section M provision entitled "Evaluation of Conflict of Interest Plan."

L.23 PROCUREMENT HISTORY (RTP-L-8)

This requirement is a follow-on to Contract No. 68D30019 with Systems Applications, Inc. which expired on 12/31/95, and Contract No. 68D30020 with Sonoma Technology, Inc. which expired on 12/31/95.

L.24 PROCUREMENT ABSTRACT

The Environmental Protection Agency (EPA) plans to award a five-year contract as a reslut of this Small Business Set-Aside competitive procurement to provide air quality dispersion modeling support to the Office of Air Quality Planning and Standards (OAQPS).

The major work areas will include: (1) industrial source air quality modeling; (2) regional air quality modeling; (3) urban scale modeling of photoreactive pollutants; (4) the evaluation and refinement of performance of air quality models, along with the development of techniques to analyze/interpret model outputs and incorporate model uncertainty into the regulatory process and (5) preparation of emissions, meteorological and air quality information through use of models for subsequent use in air quality dispersion models, including prerequisite analyses of raw data to develop/evaluate model inputs.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--PROCUREMENTS (EPAAR 1552.215-70) (SEP 1996)

- (a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:
 - (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
 - (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.
- (b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.2 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (SEP 1996)

- (a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.
 - (b) Technical Evaluation Criteria:

Criteria

Weight

- 1. Offeror's technical approach for using a variety of modeling techniques to support air regulatory programs mandated by the Clean Air Act (CAA) (especially the amendments of 1990) as they relate to State Implementation Plans (SIP), Prevention of Significant Deterioration (PSD), national emission standards for criteria/toxic/photochemical pollutants, and other programs to control pollutant emissions.
- 2. Capability of proposed team members in the following 25 points areas which are of equal importance (includes subcontractors and consultants): 1) applying air quality regulatory and nonregulatory models to a variety of sources emitting inert and/or reactive pollutants over rural, urban, and regional areas; 2) interpreting model results; 3) developing quantitative methods to assess/improve model accuracy and to apply and quality assure meteorological and emissions models serving as input to air quality models; and 4) performing evaluations of air quality modeling techniques and in interpreting evaluation results.
- 3. Demonstrate successful past performance of the offeror and any major subcontractors as evidenced by

25 points

information gathered concerning the identified list of contracts and subcontracts completed during the past three years and those currently in process for similar work. The offeror's past performance will be evaluated based on the information obtained through the Past Performance Questionnaire (see Section J which identifies this attachment)

(Instructions: As discussed in the L Provision entitled "Past Performance Information," offerors shall submit information on the five (5) most recent contracts and subcontracts completed during the past three years and all contracts and subcontracts currently in process for similar work. Work which would be considered similar includes: (1) evaluation and application of air quality modeling techniques, including prerequisite analyses of raw data. (2) development/evaluatation model inputs analyses of high volume pollutant emission releases, and (3) mitigation of high concentrations of toxic pollutants. This should include information on five (5) contracts and subcontracts and may include similar contracts with Federal, State and local governments, as well as commercial businesses. Information should be provided as indicated in the L Provision.)

NOTE: As discussed in the L Provision entitled "Past Performance Information," if an offeror has no available past performance, a neutral rating of adequate (score = 3) will be assigned for the past performance criteria.

4. Demonstration of management capability, including 15 points the management of proposed subcontractors and consultants.

Proposed management structure for the contract, and the relationship of its component parts, including any proposed subcontractors and consultants.

Offerors should detail the proposed structure for managing the proposed contract, to provide high quality fast response for a variety of problems and highly variable work load, detailing how work will be managed and distributed between the contractor and any proposed subcontractors and consultants. The name, functional specialties, and estimated man hours for each team member must be specified. Additionally, offerors should detail the proposed management approach for this effort, as well as the managerial procedures and administrative systems to perform, monitor and control work under the proposed contract. (Provide descriptions and examples to demonstrate.)

TOTAL POINTS 100

M.3 EVALUATION OF CONTRACT OPTIONS (EPAAR 1552.217-70) (APR 1984)

For award purposes, in addition to an offeror's response to the basic requirement, the Government will evaluate its response to all options, both technical and cost. Evaluation of options will not obligate the Government to exercise the options. For this solicitation the options are as specified in Section H.

M.4 EVALUATION OF CONFLICT OF INTEREST PLAN (RTP-M-1)

The plan described in Section L entitled, "Conflict of Interest Plan" will be evaluated as acceptable or not acceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror that submits a plan that ultimately is unacceptable after the completion of negotiations will not be eligible for a contract award.

ATTACHMENT 1

STATEMENT OF WORK

STATEMENT OF WORK

The contractor shall provide the necessary labor, material, facilities, and expertise required for the performance of tasks specified in the five work areas listed and described in detail below.

The contractor shall submit for review and obtain approval from the EPA Project Officer/Work Assignment Manager prior to use or dissemination of any and all manuals, technical documents, and outreach materials (to include all training and workshop materials).

- 1. INDUSTRIAL SOURCE MODELING. The contractor shall perform air quality dispersion modeling of single and multiple industrial sources in support of regulatory analyses for emission standards, ambient standards, and policy decisions required to implement the Clean Air Act Amendments of 1990. support shall include, but not be limited to National Ambient Air Quality Standards (NAAQS), New Source Performance Standards (NSPS), National Emission Standards for Hazardous Air Pollutants (NESHAP), listing decisions on toxic pollutant analysis of urban area sources of toxic pollutants, assessments of deposition factors, analysis of residual risk after implementation of Maximum Achievable Control Technology (MACT) emission standards, and modeling of emergency response scenarios. The air quality impacts of these releases shall be estimated for varying averaging times from 1 minute to 70 years. New and/or enhanced techniques shall be developed, by the Contractor, as the need arises (on a work assignment by work assignment basis). In performing these modeling analyses, some items that shall be considered are: (1) release of high volume, high concentration toxic pollutants; (2) concentration of pollutants within the near-vicinity of the release point; (3) the impact of terrain greater than stack height (complex terrain); (4) the impact of building cavity and wake effects; (5) the impact of intermittent releases and varying meteorology on the frequency with which health thresholds are exceeded; (6) consideration of buoyant and dense gas releases; (7) the impact of concentrations on population exposures; and (8) geographical patterns associated with impacts of one or multiple sources. (In a typical case, the Environmental Protection Agency (EPA) identifies sources of information on plant locations, layouts, source parameters, and emission rates for various control alternatives. The contractor recommends appropriate dispersion model(s) for approval of the Government. The Contractor then develops a protocol for the analysis, conducts the analysis, prepares a report detailing the methods and data bases used and results, and recommends procedures to be followed in similar future analyses. Typical delivery time is 6 weeks after the contractor receives the necessary information. (The exact type and number of analyses are not known at this time.)
- 2. REGIONAL MODELING. The contractor shall perform regional air quality dispersion modeling of emission sources located throughout large geographic areas in support of regulatory analyses for emission standards, ambient standards, and policy decisions. This support shall include, but not be limited to: (1) application of long-range transport models to Sulfur Dioxide (SO_2) regulatory scenarios; (2) application of long-range transport models to the Prevention of Significant Deterioration (PSD) and interstate transport issues; (3) development of information for use in regional models to support regional scale ozone modeling in response to review of the ozone standard and agency policy; (4) regional scale ozone modeling to assess the effects of control scenarios on reducing rural ozone concentrations and boundary conditions for urban areas; (5) regional scale modeling for primary and

secondary Particulate Matter to support State Implementation Plans (SIPS) and to support impact assessments for visibility and deposition; (6) regional scale modeling to assess the impact of Sulfur Oxides (SO_x), Nitrogen Oxides (NO_x), Volatile Organic Compounds (VOC) sources on ozone, secondary fine particulates, haze, acid deposition potential, and associated implementation issues concerning integrated pollutants; (7) modeling to assess regional deposition patterns for air toxics and other species of pollutants; and (8) preparation of technical guidance information on the use of such modeling techniques. The exact type and number of analyses are not known at this time.

- 3. URBAN SCALE MODELING. The contractor shall perform analyses with urban grid models, trajectory models and point source models incorporating chemical reactions leading to secondary pollutant formation and shall develop guidelines on procedures for such analyses. This support shall address effects of prospective control strategies on ozone, PM and other secondarily formed pollutants. Analyses shall be for the purposes of: (1) addressing policy questions related to effective reduction of secondary pollutants; (2) for establishing emission limits; (3) for checking or replicating regulatory or similar analyses performed by others; (4) for performing sensitivity tests to identify data base priorities; and (5) for assessing sensitivity of past modeling conclusions to new findings related to chemistry/physics of the atmosphere.
- 4. MODEL EVALUATIONS, TECHNIQUE DEVELOPMENT, REFINEMENT, AND INTERPRETATION. The contractor shall evaluate alternative methods for assessing model performance, evaluate the performance of several classes of models, and develop techniques for improving pollutant concentration predictions and statistical/probabilistic interpretations into the air quality modeling process. This shall include, but not be limited to, the creation, refinement, and maintenance of model codes, algorithms, procedures, and user's guides.

Model evaluations shall consist of collecting and preparing model input data bases for models within a class of models, running the models, and comparing the predicted concentrations of the models to observed concentrations. The relative performance of the models shall then be determined using performance evaluation methods as documented in current guidance and technical papers. Classes of models to be evaluated include, but are not limited to, toxic, mobile source, urban and regional scale models for ozone, fine particle and other secondarily formed pollutants, long-range transport, industrial source, and complex terrain models. Evaluation shall also extend to evaluating output from meteorological and emissions preprocessors to models for purposes of quality assurance and development of improved techniques.

The development and incorporation of improved techniques, interpretative methods, and models into the air quality modeling process for regulatory programs and policy decisions shall consist of selection of concepts which are technically sound and consistent with evolving EPA policy; translation of the concepts into operational quantitative procedures; the preparation or selection of software to implement these procedures; and the development of user's manuals, examples, and guidance for modelers.

The maintenance of model codes and user's guides shall consist of making technical changes as identified by individual modeling analyses or by the modeling community as a whole.

5. METEOROLOGICAL, AIR QUALITY, EMISSIONS MODELING DATA ANALYSES. The contractor shall perform air quality and emissions data analyses and analyses of meteorological data to ensure appropriate and most

representative data are used. This includes support in the application and interpretation of prognostic meteorological models. Output of emissions preprocessor programs to grid models shall be analyzed to note relationships to monitored air quality/meteorological data using statistical and graphical analyses. In a similar vein, the contractor shall access archived inputs/outputs from past regional and urban model applications to perform statistical graphical analyses in support of Agency policy. Examples of work performed under this task shall include, but are not limited to, the following: (1) application of a four dimensional data assimilation technique to a prognostic meteorological model to develop appropriate wind fields for use in urban and regional models, (2) display of toxic pollutant deposition patterns over land use patterns using a Geographical Information System to assist in risk assessments, (3) development and application of receptor models and other source apportionment techniques for evaluating emissions estimates and interpreting ambient data, (4) application of observational based models (OBM) for determining control strategy preferences and corroborating grid models, (5) application of advanced statistical methods to evaluate the interrelationships among ambient ozone, fine particulates, precursor pollutants, and meteorological conditions, and (6) the development and application of general data display/interpretation techniques.

ATTACHMENT 2

REPORTS OF WORK

REPORTS OF WORK WORK PLANS

1. Original Work Plan

Fifteen (15) calendar days after receipt of a work assignment issued under this contract, unless otherwise specified in the work assignment, in addition to the Contracting Officer's copy required by the "Work Assignment" clause of this contract, the Contractor shall submit one (1) copy of a Work Plan to the Project Officer, and one (1) copy of a Work Plan to the Work Assignment Manager. The Work Plan is subject to the approval of the Contracting Officer. In addition to the requirements of the "Work Assignment" clause of this contract, the Work Plan shall consist of the following:

- a. a description of the work assignment;
- b. a description of the methods and technical approach to be taken to complete the work assignment;
- c. an estimated schedule for completion;
- d. a listing of the people proposed to be assigned to the project with an estimate of the time to be spent by each person and a brief description of their qualifications and experience;
- e. the estimated cost shall include direct labor, material, other direct costs, indirect costs, consultants and subcontractors; and
- f. a description of the quality assurance and quality control procedures which will be used to insure quality of work.
- g. A series of graphs reflecting projected cumulative estimated costs (and estimated fee) and labor-hours by month for each task or other logical segment of work for the total work assignment effort.

2. Revisions to Work Plan

The Contractor shall submit revisions to the work plan described above (a) when the original Work Plan is disapproved by the Contracting Officer (b) when directed by the Project Officer pursuant to the Clause entitled "Technical Direction," (c) whenever the work assignment requirements are changed by appropriate work assignment amendment; (d) when 75% of the estimated hours to complete the assignment have been expended and an adjustment in the approved budget cost estimate would be required to complete the work; and (e) as soon as it appears that the completion date stated in the approved work plan may be exceeded. The Contractor may submit recommended revisions to the work plan when the contractor believes such revision is deemed desireable for optimum achievement of contract objectives. Every recommended revision to the work plan shall be approved by the Contracting Officer prior to implementation by the Contractor. A copy of each revision shall be submitted to the Project Officer and the Work Assignment Manger.

3. Approval

Approval of a Work Plan (1) does not constitute a determination of the reasonableness, allowability, or allocability of the cost, (2) does not constitute an agreement to any fee for performance of a work assignment since

fee for providing the level of effort and otherwise performing the contract is set forth therein, and (3) does not constitute consent to any proposed subcontracts. Subcontracts must be submitted for consent in accordance with the contract clauses entitled "Competition in Subcontracting" and "Subcontracts" or "Subcontracts Under Cost-Reimbursement and Letter Contracts."

MONTHLY PROGRESS REPORTS EPAAR 1552.210-72 (JUNE 1996)

- (a) The Contractor shall furnish 3 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.
- (b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.
- (c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.
- (d) The report shall specify financial status at the contract level as follows:
 - (1) For the current reporting period, display the amount claimed.
- (2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
 - (3) Labor hours.
- (i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.
- (ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
- (iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.
- $\,$ (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
- (4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).
- (5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.
- (6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

- (e) The report shall specify financial status at the work assignment or delivery order level as follows:
 - (1) For the current period, display the amount claimed.
- (2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.
 - (3) Labor hours.
- (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.
- (ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
- (iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
- $% \left(iv\right)$ Display the estimated direct labor hours and costs to be expended during the next reporting period.
- (v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.
- (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.
- (5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.
- (6) A list of deliverables for each work assignment or delivery order during the reporting period.
- (f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.
- (g) The reports shall be submitted to the following addresses on or before the 10th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of Copies	Addressee
1	Administrative Contract Specialist
1	Project Officer
1	Work Assignment Manager

FINAL SUMMARY REPORTS

- 1. Typically, several intermediate work products, a draft final report, and a final report will be required deliverables under this contract. Each work assignment will specify the amount of time allowed for submittal of each deliverable, the amount of time the Work Assignment Manager has to approve or disapprove each deliverable, and the time allowed by the contractor for submittal of an approved deliverable.
- 2. The reports shall document in detail all of the work performed including methods, data bases, results, and conclusions. The reports shall be complete in themselves and contain no reference, directly or indirectly, to previous interim reports.
- 3. After the Work Assignment Manager approves the contractor's draft final report, the contractor shall deliver one (1) copy of the cover letter of the final report to the Contract Specialist, one (1) copy of the final report to the Project Officer, and shall deliver to the Work Assignment Manager the number of copies specified in the work assignment, a reproducible master copy of the final report, and an electronic copy.

ATTACHMENT 3

TECHNICAL REPORT ABSTRACT

Technical Report Abstract

The Contractor shall deliver the following data on each initial draft and final technical report delivered under this contract:

REPORT TITLE		
REPORT DATE		
CONTRACT NO		
PRIME CONTRACTOR		
WORK ASSIGNMENT NO./DELIVERY ORDER NO. (if applicable)		
PROJECT OFFICER		
PROJECT OFFICER ADDRESSTEL		
PROGRAM OFFICE		
NO. OF PAGES IN REPORT		
DOES THIS REPORT CONTAIN CONFIDENTIAL BUSINESS INFORMATION		
YESNO		
REPORT ABSTRACT - Include a brief (200 words or less)		

factual summary of the scope and nature of the work performed and referenced in the report.

KEY WORDS/DESCRIPTORS - Select the scientific or engineering terms that identify the major concept of the research and are sufficiently specific and precise to be used as index entries for cataloging.

For the purpose of this submission, Technical Reports include:

Reports delivered under the contract in response to work assignments, delivery orders, or the basic contract which are scholarly, scientific reports of:

- information which contributes to the body of knowledge in the environmental sciences and/or environmental processes and systems.
- information, critique, or analysis of issues or processes of concern to EPA and its programs and systems.
- (3) information that advances the state of the art in environmental sciences and processes and systems.

The following are examples of technical reports included in this requirement:

- option analyses
- regulatory impact analyses
- economic impact analysestechnical guidance documents
- methods development
- results of research projects
- technology assessment or technology transfer
- risk assessments
- records of decisionfeasibility studies
- remedial investigations
- remedial designs
- community relations reports
- design documents
- life cycle plans
- process models
- ADP studies

For the purpose of this requirement, the following reports are excluded:

- reports relating to the business management aspects of
- the contract
- financial reports
- contract progress reports

The Contractor shall submit the technical report abstract at the time of delivering each initial draft and final technical report under the contract on a 3 1/2" or 5 1/4" floppy disk using Wordperfect 5.1 format.

DELIVER TO: U.S. ENVIRONMENTAL PROTECTION AGENCY INFORMATION RESOURCES MANAGEMENT DIVISION CINCINNATI, OHIO 45268

A simultaneous hardcopy of the technical report abstract shall be submitted to the cognizant Project Officer.

ATTACHMENT 4

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date leave blank.
- (5) Voucher Number insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) Schedule Number; Paid By; Date Invoice Received leave blank.
- (7) **Discount Terms** enter terms of discount, if applicable.
- (8) Payee's Account Number this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) Shipped From; To; Weight Government B/L Number insert for supply contracts.
- (11) Date of Delivery or Service show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) Articles and Services insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public

vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name	of	Official)	(Title)

- (13) Quantity; Unit Price insert for supply contracts.
- (14) **Amount** insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** insert the name and address of the servicing finance office.
- (2) **Voucher Number** insert the voucher number as shown on the Standard Form 1034.
- (3) Schedule Number leave blank.
- (4) **Sheet Number** insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** insert the contract number as in the Standard Form 1034.
- (7) **Amount** insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) A summary of claimed current and cumulative costs and fee by major cost element. Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.
- NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the
period, and the cost base to which it is applied.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period in the invoice.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the
period, and the cost base to which it is applied.

 ${f Consultants}$ - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

 ${\underline{{\tt NOTE}}}\colon$ All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order,

provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) Contractor's Name and Address show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the

Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 5

GOVERNMENT PROPERTY FORM

United States Environmental Protection Agency					ORT AS OF SEP 19 OR	CO NI	EPORT ONTROL JMBER TIONAL)	
REPORT OF GOVER	REPORT OF GOVERNMENT-OWNED/CONTRACTOR-HELD PROPERTY (OPTIONAL)						TIOT(III)	
1. TO (Enter name and address of Administrative Contracting Officer)			2. FROM (En	2. FROM (Enter full name, address and CAGE code of Contractor)				
3. COPY TO (Enter name and address of property administrator) 4. Address of Primary Property Location								
5. CONTRACT NUMBER	6. CONTRACT	7. BUSINESS TYI	PE 8. No. of Subc	ontractor/	Alternato	e Locations		
a. PROPERTY TYPE (See FAR 45 for classification definitions)	b. BALANCE BEG	GINNING OF	c. ADDITIONS	ADDITIONS d. DELET		TIONS e. BALANCE END OF)F
(See PAR 43 for classification definitions)	(1) Acquisition Cost (In Dollars)	(2) Quantity (In Whole Dollars) (In Who		(In Whole	Dollars)	(1) Acquisition Cost (2) Quantity (in dollars) (in units or acres)		
9. LAND								
10. OTHER REAL PROPERTY								
11. FACILITIES items costing \$25,000 or more								
items costing under \$25,000								
12. SPECIAL TEST EQUIPMENT items costing \$25,000 or more								
items costing Under \$25,000								
13. SPECIAL TOOLING items costing \$25,000 or more								
items costing under \$25,000								
14. AGENCY PECULIAR items costing \$25,000 or more								
items costing under \$25,000								
15. MATERIAL								
16. CONTRACTOR REPRESENTATIVE								
a. TYPED NAME (Last, First, Middle Initial)			b. SIGNATURE	c. DATE SIGNED (YY/MM/DD)				
17. DOD PROPERTY ADMINISTRATOR TO PROVIDE SYSTEM STATUS. SATISFACTORY UNSATISFACTORY								

	REPORTING IN	ISTRUCTIONS		
b	. TELEPHONE NUMBER (Commercial)			
a	. TYPED NAME (Last, First, Middle Initial)	c. SIGNATURE	d. DATE SIGNED (YYMMDD)	

GENERAL. The prime contractor shall report all Government property, accountable to a contract. One form is to be used for each contract. Property shall be broken down by the classifications as indicated. The report is to include Government property in the prime contractor's possession or in that of its subcontractors as of September 30 of the reporting year. The report is to be forwarded to the Government office specified in item 1, to be received by that office no later than October 31 of each year. Report zero end of period balances when no Government property remains accountable to the contract.

REPORT AS OF 30 SEPTEMBER. Fill in the appropriate year (or other date).

FINAL REPORT. A final report clearly marked "FINAL" *shall* be submitted within 30 days after disposition of all property subject to reporting, if the contract performance is complete.

<u>ITEM 1 - TO</u>. Enter the name of the Administrative Contracting Officer designated in the contract. Include the full mailing address (*including City, State and ZIP*).

ITEM 2 - FROM. Enter the full name and address of the reporting contractor with the Division name stated after the Corporate name. Use the name as it appears on the contract but omit articles and insert spaces between company names that are made up of letters like A B C International Inc., for example. Also enter the Commercial and Government Entity (CAGE) Code (if applicable).

<u>ITEM 3, COPY TO</u> Enter the name and address of the Government Property Administrator. Include the mailing address (including City, State, and ZIP)

ITEM 4 - ADDRESS OF PRIMARY PROPERTY LOCATION.

Enter the primary location of the property if different from block 2.

<u>ITEM 5 - CONTRACT NO.</u> Enter the contract number under which the Government property is accountable.

<u>ITEM 6 - CONTRACT PURPOSE</u>. Enter one of the following 1-character alphabetic codes to identify the general purposes of the contract:

- a. RDT & E
- b. Supplies (deliverable end items)
- c. Services, except for d.
- d. Operation of a Government-Owned Plant or Facilities including test sites, ranges, installations.
- $e. \ \ Contract \ for \ storage \ of \ Government \ Property.$

<u>ITEM 7 - TYPE OF BUSINESS</u>. Enter a 1-character alphabetic code indicating the type of business concern:

L = Large S = Small N = Non-profit

(See FAR Part 19 for definition of Small Business and FAR 31.701 for definition of Non-profit Organizations)

<u>ITEM 8 - NUMBER OF SUBCONTRACTOR/ALTERNATE LOCATIONS.</u> Number of locations of subcontract property and/or property at alternate sites of the prime contractor (one total for all).

ITEMS 9- 15.b.(1) - ACQUISITION COST (BALANCE AT THE BEGINNING OF THE FISCAL YEAR). Enter the acquisition cost for each classification of property. The amounts reported must agree with the amounts

reported in the previous year for BALANCE AT END OF PERIOD.

ITEMS 9, 11 - 14.b.(2) - QUANTITY (BALANCE AT BEGINNING OF THE FISCAL YEAR). Enter the quantity for all classifications of Government property except for Land, Other Real Property, and Material on hand. The amounts reported must agree with the amounts reported in the previous year for BALANCE AT END OF PERIOD.

<u>ITEMS 9 - 14.c. - ADDITIONS (in dollars)</u>. For the property classifications indicated, enter the acquisition cost for the total additions to the contract from any source during the fiscal year. Do not enter for Agency Peculiar Property or Material.

<u>ITEMS 9 - 14.d. - DELETIONS (in dollars)</u>. For the property classifications indicated, enter the acquisition cost for the total deletions from the contract during the fiscal year. Do not enter for Agency Peculiar Property or Material.

<u>ITEMS 9 - 15.e.(1) - ACQUISITION COST (BALANCE AT THE END OF THE FISCAL YEAR)</u>. Enter the acquisition cost for each classification of property.

ITEMS 9, 11 - 14.e.(2) - QUANTITY (BALANCE AT END OF FISCAL YEAR). Enter the quantity for all classifications of Government Property except for Land, Other Real Property and Material on hand. These will be carried forward to reflect the balance at the beginning of the following year.

<u>ITEM 16 - CONTRACTOR REPRESENTATIVE</u>. Type the name of the contractor representative authorized by the property control system to sign this report. Include that individual's commercial area code and telephone number, signature and date.

<u>ITEM 17 - PROPERTY ADMINISTRATOR.</u> Type the name of the Government Property Administrator or other authorized property representative. Include that individual's commercial area code, telephone number, signature and date. Items e and f are self-explanatory with the exception of type. For type indicate initial, limited without visit, or standard. (PA take special note of items e and f. These must be completed on each form.)

ATTACHMENT 6

CLIENT AUTHORIZATION LETTER

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency's RFP No. PR-NC-97-10079 for the procurement of Evaluations and Applications of Air Quality Modeling Techniques. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to

Sincerely,

ATTACHMENT 7

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE FOR AN INDIVIDUAL CONTRACT (Telephonic Responses)

Name c	ρ£	Offeror:
--------	----	----------

Contract Information (supplied by offeror in proposal)

Name of Contractor: Contract Number: Contract Title: Contract Value: Type of Contract: Period of Performance:

The ratings below are supplied by the contractor identified above, NOT the offeror:

Performance Elements
Outstanding
Satisfactory
Unsatisfactory
Not Applicable

- 1. Quality of Product or Service
- 2. Timeliness of Performance
- 3. Effectiveness of Management (including subcontractors)
- 4. Initiative in Meeting Requirements
- 5. Response to Technical Direction
- 6. Responsiveness to Performance Problems
- 7. Compliance with Cost Estimates
- 8. Customer Satisfaction
- 9. Overall Evaluation
- 10. Remarks on outstanding performance:
 Provide data supporting this observation; you may continue on a separate sheet if needed.)

11.		this observation; you may continue				
12.	Are you aware of any oth	er similar contracts the contractor may have				
13.	Please identify any corp	porate affiliations with the offeror.				
14.	Would you do business wi	th again? (insert offeror's name)				
15.	Have you offered the past performance evaluation which you have provided to us directly to the contractor and factored in any feedback provided by the contractor?					
16.	Information provided by:					
 Name	<u> </u>	Mailing Address (Street and PO Box)				
 Titl	е	City, State and Zip Code				
 Date		Telephone and Fax Numbers				
17.	Questionnaire completed	by:				
 Name	e of EPA Employee	_				
Sign	ature of EPA Employee	_				
Titl	e	_				
Date	Questionnaire Completed					